



VERTEX AEROSPACE, LLC
GENERAL TERMS AND CONDITIONS
TC001, REV. 5 Dated 08/16/2022

1. **INTRODUCTION:** This document, together with the attachments appended hereto, constitutes the terms and conditions for the Subcontract between the Parties, and acceptance is strictly limited to the terms and conditions contained herein. Additional or differing terms, conditions, or limitations of liability proposed by Seller, whether in a quote, acceptance, or delivery document, shall have no effect unless accepted in writing by Buyer, as authorized by the Buyer's Authorized Procurement Agent. In particular, any limitation of liability or disclaimer of warranty is expressly rejected. Agreement by Seller to furnish the Goods or Services to these terms and conditions, or Seller's commencement of such performance or acceptance of payment, shall constitute acceptance by Seller of these terms and conditions.
2. **DEFINITIONS:** Words, as employed in this Agreement, shall have their normally accepted meanings. The following terms shall have the described meaning:
 - 2.1. Authorized Distributor: A Distributor distributing product within the terms of an Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM) contractual agreement. Contractual agreement terms include, but are not limited to, distribution region, distribution products or lines, and warranty flow down from the OCM/OEM. Under this distribution, the distributor would be known as an Authorized Distributor.
 - 2.2. Affiliate: With respect to any entity, any other entity that directly or indirectly controls, is owned by, controlled by, or under common ownership or control with such entity.
 - 2.3. Authorized Procurement Agent: A person who has been granted authority to purchase Goods or Services on behalf of the Buyer.
 - 2.4. Buyer: Vertex Aerospace, LLC or Affiliate that issues a Subcontract referencing the Subcontract and/or these terms and conditions.
 - 2.5. Buyer's Customer: The U.S. Government, foreign government, and/or a commercial customer (as applicable).
 - 2.6. Contract Manufacturer: The company an organization hires to handle its manufacturing services.
 - 2.7. Counterfeit Goods: Goods or separately-identifiable items or components of Goods, which (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (OEM/OCM) item; (ii) are not traceable to an OEM/OCM sufficient to ensure authenticity in OEM/OCM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM/OCM or are not constructed in accordance with OEM/OCM design; (iv) have been re-worked, re-marked, relabeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM/OCM authentic or new; or (v) have not passed successfully all OEM/OCM required testing, verification, screening, and quality control processes.
 - 2.8. DER: Design Engineering Representative
 - 2.9. FAA: Federal Aviation Administration
 - 2.10. FAR: Federal Acquisition Regulation
 - 2.11. Goods: Those Goods identified in this Subcontract, which may be changed from time to time by the mutual written agreement of the Parties.
 - 2.12. ITAR: International Traffic in Arms Regulations; the U.S. regulation requiring companies that manufacture, sell, or distribute defense articles or services to comply with the United States Munitions List (USML) regulations.

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- 2.13. MLA: Manufacturing License Agreement; an agreement where a U.S. person grants a foreign person authorization to manufacture defense articles involving or contemplating either: (i) the export of technical data or defense articles or the performance of a defense service; or (ii) the use by the foreign person of technical data or defense articles previously exported by the U.S. person.
- 2.14. OCM: Original Component Manufacturer; an entity that designs and/or engineers a part and is pursuing or has obtained the intellectual property rights to that part.
- 2.15. OEM: Original Equipment Manufacturer; a company that manufactures products it has designed from purchased components and sells those products under the company's brand name.
- 2.16. Personal Information: Any data or information that relates to an identified or identifiable natural person provided to Seller or its representatives, affiliates, or agents in connection with this Subcontract.
- 2.17. Seller: The Party identified as the Seller in this Subcontract, which may be identified as a Subcontractor, Seller, Vendor, etc.
- 2.18. Seller's Business Systems: Seller's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system.
- 2.19. Services: Those Services identified in this Subcontract.
- 2.20. Subcontract: Any agreement including, but not limited to, a purchase order, Subcontract, or contract, that references these general terms and conditions and any special conditions appended hereto or documents incorporated herein.
- 2.21. Subcontractors: A third party that delivers in accordance with a specification or a statement of work to include some or all of the following: design, development, assembly, test, Services, and production. Deliverables may include software, hardware, and/or Services.

3. PRICE

- 3.1. Subcontract pricing and payment shall be in United States (U.S.) dollars unless otherwise specifically agreed to in the Subcontract.
- 3.2. The subcontract type and its pricing are stated in the Subcontract, which may be firm-fixed price, cost reimbursement, time and materials, or otherwise, per FAR Part 16 Types of Contracts. Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to other customers in substantially similar transactions.
- 3.3. Unless this Subcontract specifies otherwise, the price of this Subcontract includes all taxes, impositions, charges, and exactions imposed on or measured by this Subcontract except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

4. SCHEDULE AND DELIVERY – NOTICE OF DELAY:

Seller shall strictly adhere to all Subcontract schedules. Time is and shall remain of the essence in the performance of this Subcontract. Seller shall notify Buyer's Authorized Procurement Agent immediately in writing of any actual or potential delay to the performance of this Subcontract. Such notice shall include a revised schedule or plan to remedy the delay, and shall not constitute a waiver to Buyer's rights and remedies hereunder.

5. NEW MATERIALS – PACKAGING AND SHIPPING

- 5.1. All Goods to be delivered hereunder shall consist of new materials.
- 5.2. Seller shall prepare and package the Goods to prevent damage or deterioration and shall use best commercial practices for packing and packaging of items to be delivered under this Subcontract, unless otherwise specified in the Subcontract.

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- 5.3. Unless otherwise stated in the Subcontract, F.O.B. (Free on Board) point shall be *Destination* (Incoterms 2020 shall apply).
- 5.4. For Subcontractors, Contract Manufacturers, and Authorized Distributors – Only new and authentic materials are to be used in Goods delivered to Buyer. No counterfeit or suspect counterfeit parts (see Article 21) are to be contained within the delivered Goods. Parts shall be purchased directly from the OEM or its authorized sources. Independent distributors (Brokers) shall not be used without written consent from Buyer.
- 5.5. Raw material: There shall be no more than two distributors between the OEM and/or its supplying mill and the Buyer. The OEM and/or its supplying mill is tier one; a tier two distributor must provide traceability to the OEM and/or its supplying mill. A tier three distributor must provide purchase order traceability from the tier two distributor to the OEM and/or its supplying mill. If unable to purchase from the above, Seller must have approval from the Buyer to use another source. If no such approval exists, the Buyer must be notified and shall provide consent prior to using another source. NOTE: Any materials provided by the Buyer are considered compliant.
- 5.6. Every article of foreign origin shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article will permit in such manner as to indicate to the ultimate purchaser the English name of the country or origin of the article.
- 5.7. Seller shall flow down Sections 5.1, 5.4, 5.5 and 5.6 of this Article to Subcontractors at all tiers.

6. QUALITY

- 6.1. Buyer's final acceptance of Goods or Services is subject to Buyer's or Buyer's customer's inspection within sixty (60) days after receipt at Buyer's facility, or such other place as may be designated by Buyer, notwithstanding any payment, prior test, or inspection.
- 6.2. Seller and its suppliers shall establish and maintain a quality management system consistent with Subcontract requirements or industry standards (e.g., ISO 9001, AS9100, AS9110, AS9115, AS9120, ISO 17025, FAA Part 145) and a suspect unapproved/counterfeit parts prevention program consistent with current industry standards (e.g., AS5553, AS6496, AS6174). Subject to applicable national security regulations, Buyer, Buyer's representatives, Buyer's Customer, and regulatory authorities shall have the right of access, on a non-interference basis, to any area of Seller's or Seller's sub-tier supply chain premises where any part of the work is being performed and to applicable documented information at any level of the supply chain. Seller shall flow this requirement down to its sub-tier supply chain as a condition of this Subcontract. Seller shall, without additional costs to Buyer, provide all reasonable in-plant accommodations, facilities, and assistance for the safety and convenience of the Buyer, Buyer's representatives, and Buyer's Customer in the performance of their duties.
- 6.3. Seller shall keep and maintain inspection, test, and related records, which shall be made available upon request, to Buyer or Buyer's representative. Seller shall allow copies to be made and shall furnish all information required by the Buyer or Buyer's Customer. All records related to the above shall be retained for a period of six (6) years following the final payment on the subject purchase order or Subcontract unless otherwise notified in writing by the Buyer's Authorized Procurement Agent.

7. REJECTION

- 7.1. If Seller delivers non-conforming Goods or Services, Buyer may, at its option and Seller's expense (i) return the Goods for refund or credit; (ii) require Seller to promptly correct or replace the Goods or Services; (iii) correct the nonconformance; or (iv) obtain conforming Goods or Services from another source.
- 7.2. Buyer shall specify the reason for any return or rejection of non-conforming Goods or Services and/or shall describe the action taken. Seller shall be liable for any increase in Buyer's costs, including procurement costs attributable to Buyer's rejection of the non-conforming Goods or Services. If Buyer determines or has reason to believe Goods provided contain suspect and/or counterfeit parts, Buyer shall provide Seller the appropriate notice, impound, and report the suspect/counterfeit parts as required by Buyer's contractual requirements.

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- 7.3. In the event Buyer is assessed monetary penalties from its customer as a result of Seller delivering non-conforming Goods or Services, or Seller failing to meet delivery schedule or performance deadlines, any and all such penalties directly attributable to the Seller's failure to perform to the terms of the purchase order or Subcontract shall be assessed to and payable by Seller upon receipt.

8. PAYMENTS, TAXES, AND DUTIES

- 8.1. Unless otherwise provided, terms of payment shall be net forty-five (45) days from actual delivery of Goods or Services and Buyer's receipt of Seller's proper invoice. Seller shall issue a separate original invoice for each delivery of Goods that shall include Buyer's contract number and line item number. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Payment due date, including discount periods, shall be computed from the later of the scheduled delivery of Goods date, the actual delivery of Goods date, or the date of receipt of a correct invoice.
- 8.2. Each payment made shall be subject to reduction to the extent of amounts which are found by Buyer or Seller not to have been properly payable, to include overpayments. Seller shall promptly notify Buyer of any such overpayments found by Seller.
- 8.3. Buyer shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Subcontract or any other contract between the Parties.
- 8.4. Payment shall be deemed to have been made as of the date of mailing Buyer's payment or electronic funds transfer.

9. CHANGES

- 9.1. By written order, Buyer may from time to time direct changes for: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection, or acceptance; (iv) reasonable adjustments in quantities, delivery schedules, or both; (v) amount of Buyer-furnished property; (vi) time of performance; (vii) place of performance; and (viii) terms and conditions of this contract required to meet Buyer's obligations under Buyer's contract.
- 9.2. If any such change causes an increase or decrease in the price or in the time required for its performance, Seller shall promptly notify Buyer thereof and assert its claim for Buyer consideration of an equitable adjustment within thirty (30) days after the change is ordered; however, nothing in this provision shall excuse Seller from proceeding immediately with the directed change(s). Changes shall not be binding upon Buyer except when specifically confirmed in a written Subcontract or change order. Only the Buyer's Authorized Procurement Agent has the authority on behalf of the Buyer to make changes to this Subcontract.
- 9.3. Seller is not authorized to make any changes to Goods or Services to include alternate materials, procedures, revisions, specifications, drawings, etc. without prior consent of the Buyer. This includes alternate procedures approved by an FAA DER or other design/engineering entity.

10. FORCE MAJEURE

- 10.1. Neither Buyer nor Seller will be deemed in breach of this Subcontract because of any delay or failure to perform this Subcontract under its terms if the failure arises from causes beyond the control and without their fault or negligence and results from any of the following: (i) acts of God or of the public enemy; (ii) acts of the Government in either its sovereign or contractual capacity; (iii) fires; (iv) floods; (v) epidemics; (vi) quarantine restrictions; (vii) strikes; (viii) freight embargoes; and (ix) unusually severe weather (collectively, a *Force Majeure*).
- 10.2. In each instance, the failure to perform must be beyond the control and without fault or negligence. Buyer will not pay Seller during such occurrences as they relieve Seller of its obligations. If Seller's failure is caused by the failure of a Subcontractor of Seller and if such failure is without the fault or negligence of either, Seller shall not be liable for excess re-procurement costs. Such relief shall not occur if the Goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required

delivery schedules and the Buyer re-procured the items from another Seller, without the Seller reasonably complying with this Subcontract. Seller shall notify Buyer in writing within ten (10) days after the beginning of any such cause(s). In all cases, Seller shall use reasonable efforts to avoid or minimize all such failures, including exercising work-around plans or obtaining the Goods or Services from other sources. At Buyer's sole discretion, Buyer may reasonably adjust the delivery schedule due to the existence of a Force Majeure.

11. STOP WORK:

- 11.1. Seller shall stop work immediately upon receipt of written notice from Buyer's Authorized Procurement Agent, taking all reasonable steps to minimize the incurrence of costs allocable to the work during the period of the work stoppage.
- 11.2. Within such period, Buyer will either terminate in accordance with the provisions of this Subcontract or continue the work by written notice to Seller. In the event of a continuation, an equitable adjustment, in accordance with Article 9 herein, may be made to the price, delivery schedule, or other provision(s) affected by the work stoppage.

12. TERMINATION FOR CONVENIENCE:

Buyer, by written notice, may terminate for convenience and without cause all or part of this Subcontract, effective as of the date specified by Buyer, and such termination shall not constitute default. In the event of partial termination, Seller shall perform the non-terminated balance of work under the Subcontract. If Buyer terminates for convenience, Seller shall be reimbursed for actual, reasonable, substantiated, and allocable costs, plus a reasonable profit for work performed to date of the termination and settlement expenses provided Seller submits its termination proposal to Buyer promptly but no later than sixty (60) days from the effective date of the termination. In no event shall the amount of any settlement and amounts previously paid be in excess of the Subcontract value. Buyer may take immediate possession of all deliverable work product under the Subcontract upon written notice of termination to Seller.

13. TERMINATION FOR DEFAULT

- 13.1. Buyer may, after providing Seller with twenty (20) calendar days written notice of default to Seller, and upon Seller's failure to cure such default in that twenty-day cure period, or other such period as may be agreed to in writing, terminate this Subcontract in whole or in part if the Seller: (i) fails to deliver the Goods or to perform the Services within the time specified in this Subcontract or any written extension; (ii) fails to make progress, so as to endanger performance of this Subcontract; (iii) material breaches any of the other provisions of this Subcontract; or (iv) fails to provide adequate assurance of future performance provided, however, there shall be no cure period for default related to failure to meet the delivery schedule or defaults incapable of cure.
- 13.2. Seller shall promptly notify Buyer if Seller is the subject of insolvency, receivership, or bankruptcy proceedings, or any other proceedings for the settlement of Seller's debts. To the extent allowed by law, in the event of Seller's bankruptcy, Buyer may require Seller to post such financial assurance, as Buyer, in its sole discretion, deems necessary. Failure to post such financial assurance upon ten (10) days written notice shall constitute a default under this Subcontract. The rights and remedies of Buyer in this Article are in addition to any other rights and remedies provided by law or under this Subcontract.
- 13.3. Buyer may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed Goods and raw material, parts, tools, dies, jigs, fixtures, plans, drawings, Services, information, and contract rights (materials) as Seller has produced or acquired for the performance of this Subcontract, including the assignment to Buyer of Seller's Subcontracts. Seller further agrees to protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the Subcontract price. Payment for unfinished Goods or Services, which have been delivered to and accepted by Buyer and for the protection and preservation of property, shall be at a price determined in the same manner as provided in Article 12 hereof except Seller shall not be entitled to profit. Buyer may withhold from Seller monies otherwise due Seller for completed Goods and/or materials in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said Goods and materials.

- 13.4. If Seller is terminated for default pursuant to this Article, Seller is liable to the Buyer for any excess repurchase costs incurred in acquiring Goods and/or Services similar to those terminated for default, and for any other damages, whether or not repurchase is affected.
- 13.5. In addition to the remedies stated herein, Seller hereby grants to Buyer a perpetual, unconditional, transferable, fully paid up, royalty-free license to use and exploit anywhere in the world all of Seller's intellectual property which is necessary for the performance of the terminated portion of this Subcontract, solely to make, or have made, use, maintain, and sell the Goods and/or Services.

14. COMPLIANCE WITH LAW

- 14.1. Seller represents and warrants to Buyer that, in the performance of this Subcontract, Seller shall comply in all material respects with all relevant laws, orders, rules, ordinances, and regulations (whether federal, state, or local), including but not limited to: (i) all U.S. laws and regulations including: (a) the Fair Labor Standards Act of 1938, as amended (FLSA), and the regulations and orders of the U. S. Department of Labor under the FLSA; (b) the Occupational Safety and Health Act of 1970 (OSHA), as amended; (c) the U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; (ii) the laws and regulations of the applicable places of performance; (iii) the applicable domestic and international prohibitions on child labor, human trafficking, and slavery; (iv) the U.S. Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (FCPA), and other Anti-Corruption Requirements as defined below; and (v) the Anti-Kickback Act of 1986 where Seller warrants it and its officers, employees, or representatives have complied with the Anti-Kickback Act of 1986, have not offered or given, and will not offer or give, to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986; and have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Subcontract to Seller from Buyer: (a) provided, attempted to provide, or offered to provide any kickback; (b) solicited, accepted, or attempted to accept any kickback; or (c) included, directly or indirectly, the amount of any kickback prohibited by this Section in the price charged by Seller to Buyer under this Subcontract. For purposes of Article 14, the term *kickback* means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Subcontract.
- 14.2. Irrespective of the place of performance, the provisions of this Subcontract shall be interpreted in accordance with the laws of the State of Mississippi without regard to its conflicts of laws' provisions; however, any provision of this Subcontract that is: (i) incorporation in full text or by reference from the Federal Acquisition Regulations (FAR); (ii) incorporation in full text or by reference from any agency regulation that implements or supplements the FAR; or (iii) which is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the Federal Government.
- 14.3. Seller, in the performance of this Subcontract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, ordinances, guidelines, and directives; FAA, DOT, and other transportation regulations; and the Hazard Communication Standard promulgated pursuant to the Occupational Health and Safety Act. Seller shall procure and maintain all registrations, licenses, and permits, and pay all fees and other required charges, as required to perform work hereunder.
- 14.4. Seller represents that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration (EPA) pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.
- 14.5. Anti-Corruption Requirements
 - 14.5.1. Both Parties acknowledge their actions may subject the other Party to liability under the FCPA; the anti-corruption laws, regulations, and policies of the home country of any supplier to this Subcontract;

- the United States of America; and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Subcontract (together and individually hereinafter referred to as the *Anti-Corruption Requirements*). Both Parties acknowledge they are familiar with the prohibitions under, and the requirements of, the Anti-Corruption Requirements.
- 14.5.2. Neither Party, nor any of its respective principals, consultants, subcontractors, shareholders, directors, officers, employees, or agents, has performed or will perform in the course of its performance of its obligations under this Subcontract, any action that would violate, or could reasonably be expected to violate, the Anti-Corruption Requirements.
- 14.5.3. If at any time either Party becomes aware of information or circumstances that suggest any of the provisions of this Article 14 may not be accurate, it shall notify the other Party promptly in writing, but not more than seven (7) calendar days after becoming aware of such circumstances.
- 14.5.4. No payment will be made hereunder to any person other than Seller, and no payment will be made to Seller under this Subcontract other than the payment of compensation in accordance with the terms hereof. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the services provided under this Subcontract.
- 14.5.5. In connection with this Subcontract, both Parties shall maintain books, records, and accounts, which in reasonable detail, accurately and fairly reflect the transactions and asset dispositions of Seller and allow Buyer to maintain accurate books and records and comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements as well as relevant U.S. laws and regulations.
- 14.5.6. Each Party shall cooperate with and provide assistance to the other Party in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller.
- 14.5.7. Any breach of the warranty in section 14.1 shall constitute a material breach of this Subcontract. This warranty is in addition to all other warranties and remedies set forth herein, and shall inure to the sole benefit of Seller and Seller's customers. For purposes of this warranty, the term "kickback" as used in Section 14.1 means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Subcontract. Seller agrees to defend, indemnify, and hold harmless Buyer from any loss, damage, fine, penalty, or expense the Buyer may suffer because of Seller's failure to comply with the warranties and certifications in this Section.

15. EXPORT CONTROL AND COMPLIANCE

- 15.1. If this Subcontract involves the delivery of Goods, software, technical data, or Services (which includes design, assembly, testing, repair, maintenance, or modification to Goods or technologies) subject to U.S. export control laws and regulations, Seller shall comply with all applicable U.S. export and re-export control laws and regulations and any local government export regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) (22 CFR 120 et seq.), the Export Administration Regulations (EAR) (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) (31 CFR Part 500-598), the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) found in 27 CFR Chapter II, and all other applicable U.S. Government regulations relating to the importation of goods into the U.S. (including, but not limited to, the regulations administered by U.S. Customs and Border Protection (CBP) at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP) (collectively, *U.S. export and import control laws and regulations*). Seller shall control the dissemination of and access to technical data, information, and other items received under this Subcontract in accordance with U.S. export and import control laws and regulations.

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- 15.2. Seller shall ensure any disclosure, export, reexport, transfer and retransfer of, and access to, any hardware, software, controlled technical data, technology, and/or services (collectively referred to as *items*) received under this Subcontract is undertaken in accordance with U.S. export and import control laws and regulations. In no event will the Seller export, reexport, or retransfer hardware, which is expressly excluded from this Subcontract. Seller agrees no items controlled under U.S. export and import control laws and regulations and provided by Buyer in connection with this Subcontract shall be provided to any person or entity, including non-U.S. person employees, subsidiaries, or affiliates, unless the transfer is expressly permitted by a U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and regulations.
- 15.3. Seller shall notify Buyer if any deliverable under this Subcontract is subject to U.S. export and import control laws and regulations. Before providing Buyer any deliverable subject to the EAR or the ITAR, Seller shall provide in writing to the Buyer's Authorized Procurement Agent the export jurisdiction and classification of any such item or controlled data upon request. After this initial disclosure, Seller shall timely notify the Buyer's Authorized Procurement Agent in writing of any changes to the export jurisdiction and classification of the item or controlled data.
- 15.4. Companies engaged in manufacturing or modification of defense articles or furnishing defense services (whether or not the defense articles or services are intended for export) are required to register with the Department of State, Directorate of Defense Trade Controls (DDTC) in accordance with ITAR 22 CFR 122. If so engaged, Seller, by its offer and/or acceptance of this Subcontract, represents it is registered with the DDTC. Proof of such registration will be promptly provided to Buyer upon request. Seller shall maintain its registration throughout the complete period of performance of this Subcontract including any warranty period, and shall immediately notify Buyer in the event any such registration and/or other required authorization is revoked, expired, or invalidated for any reason.
- 15.5. Where Seller holds an export license or export agreement, Seller shall provide prompt notification to the Buyer's Authorized Procurement Agent in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation that could affect the Seller's performance under this Subcontract.
- 15.6. Seller hereby warrants neither it nor any immediate or ultimate parent, majority shareholder, subsidiary, affiliate, or lower-tier subcontractor is listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. government or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended, or revoked. For purposes of this provision, *Restricted Party List* is defined to include lists administered by the U.S. Departments of State, Commerce, and Treasury (e.g., Specially Designated Nationals List) or other U.S. Government agency and other similar lists that relate to export controls, economic sanctions, or anti-corruption. Seller shall immediately notify Buyer if it or any immediate or ultimate parent, majority shareholder, subsidiary, affiliate, or lower-tier subcontractor is added to any such Restricted Party List or if any of their export privileges become denied, suspended, or revoked. Seller shall not deal with any Restricted Party in relation to this Subcontract.
- 15.7. Seller shall promptly notify Buyer of any known or suspected violation of export or import control laws or regulations, or the initiation or existence of any U.S. Government investigation into same. Seller shall comply with requests from the other Party for additional information regarding any changed circumstance, known or suspected violation, or U.S. Government investigation.
- 15.8. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by Buyer in connection with any Seller violations of non-U.S. or U.S. export or import control laws and regulations, by either Party, its officers, employees, agents, suppliers, or subcontractors at any tier.

16. STANDARDS OF BUSINESS ETHICS AND CONDUCT

- 16.1. Buyer conducts its business fairly, impartially, and in an ethical and proper manner. Seller shall conduct its business in a similarly fair, impartial, ethical, and proper manner. In doing so, Seller shall adhere to Buyer's published Code of Ethics and Business Conduct, or equivalent, which is available at <https://vertex.ethicspoint.com>. Use of the Seller's standards of business ethics and conduct under this Subcontract shall be approved in writing by the Buyer.

- 16.2. Seller shall include the substance of this Article, including its flow down requirement, in all Subcontracts awarded by Seller for work under this contract.
- 16.3. Seller shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest pursuant to FAR Part 9.5, whether real or perceived. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this Subcontract, Seller is encouraged to exert reasonable effort to report such behavior when warranted.
- 16.4. Seller shall implement an awareness program to ensure its employees understand their contribution to Product/Service conformity, product safety, and the importance of ethical behavior.
- 16.5. If at any time Buyer determines Seller is in violation of the applicable Code of Ethics and Business Conduct, Buyer may cancel this Subcontract upon written notice to Seller and Buyer shall have no further obligation to Seller.

17. INTELLECTUAL PROPERTY: U.S. APPLICATIONS (See Alternate I below for international applications)

- 17.1. Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret, or intellectual property of any kind first made or conceived by Seller in the performance of this Subcontract or which is derived from the use of information supplied by Buyer shall be the exclusive property of the Buyer. Seller shall disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets, or intellectual property to Buyer, and shall execute all necessary documents to perfect Buyer's title thereto and to obtain and maintain effective protection thereof. Any work produced under this Subcontract is to be deemed work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to and shall be the exclusive property of the Buyer.
- 17.2. Seller hereby grants to Buyer, and to Buyer's Subcontractors and Customers, in connection with the use, offer for sale, or sale of Goods provided to or work being performed for Buyer, an irrevocable, non-exclusive, paid-up worldwide license under any and all intellectual property (whether domestic or foreign), including patents, copyrights, industrial designs, and/or mask works owned or controlled by Seller at any time or licensed to Seller, provided such a sub-license does not conflict with any provisions of the license to the Seller.
- 17.3. Seller hereby grants to Buyer, and to Buyer's Subcontractors and Customers, a perpetual, non-exclusive, paid-up worldwide license to reproduce, distribute copies of, perform publicly, display publicly, or make derivative works from any software included in or provided with Goods or Services under this Subcontract (software documentation) as reasonably required by Buyer in connection with Buyer's testing or use of the Good or Service.
- 17.4. Seller warrants the sale, offering for sale, use, or incorporation into manufactured Goods and Services (including software) of all machines, parts, components, services, devices, material, and rights furnished or licensed hereunder which are not of Buyer's design, composition, or manufacture does not and will not infringe any valid patent, copyright, trademark, or other proprietary or intellectual property rights.

ALTERNATE I: INTERNATIONAL APPLICATIONS

- 17.5. Background (pre-existing) intellectual property: Seller grants to Buyer, and to Buyer's Subcontractors, Sellers, and Buyer's Customers in connection with Goods or Services being performed by Buyer, an irrevocable, nonexclusive, paid-up, worldwide license under any information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) owned or controlled by Seller at any time before or during the term of this Subcontract but only to the extent the absence of such would otherwise interfere with Buyer's or Buyer's Subcontractors', Subcontractor's suppliers', or Buyer's Customers' use or enjoyment of Goods or the work product or foreground inventions belonging to Buyer under this Subcontract.
- 17.6. Foreground intellectual property: All information, know-how, inventions, patents, industrial designs, and mask works (whether domestic or foreign) conceived, developed, or first reduced to practice by, for, or with Seller in the course of any work performed under this Subcontract and any patents resulting from such inventions (both

domestic and foreign) shall be the property of Buyer. Seller will: (i) promptly disclose all such inventions to Buyer in written detail; and (ii) execute all papers, cooperate with Buyer, and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of Buyer.

- 17.7. Pre-existing works of authorship and copyright: Unless superseded by an attached Seller software license agreement agreed to in writing by both Buyer and Seller, Seller grants to Buyer, and to Buyer's Subcontractors, Subcontractor's suppliers, and Buyer's Customers in connection with Goods or Services being performed by Buyer, a perpetual, irrevocable, nonexclusive, paid-up, worldwide license in Seller's copyrights to reproduce, distribute copies of, perform publicly, display publicly, and make derivative works from software included in or provided with or for Goods (software) and related information and materials (software documentation) and that is owned or controlled by Seller at any time before or during the term of this Subcontract, but only to the extent such copyrights would otherwise interfere with Buyer's or Buyer's Subcontractors', Subcontractor's suppliers', or Buyer's Customers' use or enjoyment of Goods or the work products, inventions, or works of authorship belonging to Buyer and resulting from this Subcontract.
- 17.8. Foreground works of authorship and copyrights: All works of authorship (including, but not limited to, documents, data, drawings, software, software documentation, photographs, video tapes, sound recordings, and images) created by, for, or with Seller in the course of any work performed under this Subcontract, together with all copyrights subsisting therein, shall be the sole proprietary property of Buyer. To the extent permitted under U.S. copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer. The copyrights in all other such works, including all exclusive rights therein, will be promptly transferred and formally assigned free of any additional charges to Buyer.
- 17.9. Buyer supplied data: Any information supplied by the Buyer shall remain Buyer's property, shall not be photo-stated or otherwise duplicated without Buyer's written consent and shall be returned to Buyer upon completion of Subcontract or upon demand.

18. PROPRIETARY INFORMATION AND RIGHTS: PROPRIETARY INFORMATION AGREEMENTS

- 18.1. Proprietary Information shall be any and all business and technical data and other information which may or may not be identified or labeled as *Proprietary* or *Confidential*, whether written, oral, or otherwise furnished by one Party (*Disclosing Party*) to the other Party (*Receiving Party*). It shall include, but not be limited to all data, reports, interpretations, forecasts, and records which the Receiving Party or its respective agents or employees shall have been furnished or have had access to preceding or subsequent to the Parties' discussions. Proprietary Information shall also include resultant information from plant tours, demonstrations, audio/visual presentations, or verbal disclosures that the Disclosing Party indicates in writing to the Receiving Party no later than thirty (30) business days after conveyance that such information is Proprietary Information. Provided, however, that Proprietary Information shall not apply to: (i) information that at the time of disclosure had been previously published and available to the public; (ii) information which is published after disclosure and available to the public, unless such publication is a breach of this Subcontract; (iii) information which, prior to disclosure hereunder was already in the possession of the Receiving Party, as evidenced by records kept in the ordinary course of business or by proof of actual prior possession; and (iv) information, which subsequent to disclosure hereunder, is obtained from a third person who (insofar as is known) is not in violation of any contractual, legal, or fiduciary obligation with respect to such information. Proprietary Information is not to be deemed to be in the public domain merely because any part of the Proprietary Information is embodied in a general disclosure or because individual features, components, or combinations thereof are now or become known to the public.
- 18.2. Subject to Article 17 and Section 18.4, the Parties shall only share Proprietary Information under this Subcontract pursuant to an existing Proprietary Information Agreement (PIA) as incorporated into the Subcontract. If the period of performance or protection of the PIA is less than the period of performance of this Subcontract, the period of performance and protection of the PIA shall be automatically extended to cover the exchange of information under this Subcontract.
- 18.3. Unless otherwise agreed to in a subsequent writing or expressly set forth in this Subcontract and subject to Section 18.6, all specifications, information, data, drawings, software, and other items supplied to Buyer shall be disclosed to Buyer without any restrictive rights on a non-proprietary basis.

- 18.4. Unless otherwise agreed to in a subsequent writing or expressly set forth in this Subcontract and subject to Section 18.6, all specifications, information, data, drawings, software, and other items which are supplied to Seller by Buyer or paid for by Buyer during the performance of this Subcontract shall be treated as proprietary to Buyer and shall not be disclosed to any third party without Buyer's express written consent.
- 18.5. The purpose of the Subcontract ("Purpose") shall be as Buyer determines in its sole discretion and communicates to the Seller. Seller agrees not to use any such furnished information except to perform this Subcontract. Seller shall not disclose the Proprietary Information to any employee who does not have a need-to-know such information. Seller shall employ the same standard of care it uses to protect its own Proprietary Information, paying particular attention to avoid disclosing Proprietary Information to employees or parties who may be or are also examining or participating in business opportunities competitive to the Purpose. In no case shall the standard of care with respect to the Proprietary Information be less than reasonable care.
- 18.6. Applicable U.S. Government procurement regulations incorporated into this Subcontract shall take precedence over any conflicting provisions of this Article 18 to the extent such regulations so require. The incorporation by reference of such U.S. Government regulations dealing with Seller's rights in technical data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

19. GOODS WARRANTY

- 19.1. Seller warrants the Goods delivered pursuant to this Subcontract, unless specifically stated otherwise in this Subcontract, shall: (i) be new; (ii) be and only contain materials obtained directly from Authorized Distributors; (iii) not be or contain counterfeit items; (iv) contain only authentic, unaltered labels, and other markings; (v) be free from defects in workmanship, materials, and design and conform to all the specifications and requirements of this subcontract; and (vi) be covered by other implied or express warranties allowed by law.
- 19.2. Seller warrants any hardware, software, and firmware Goods delivered under this Subcontract to the extent reasonably possible: (i) do not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to do any of the following: (a) damage, destroy, or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and (ii) do not contain any third party software (including software that may be considered free software or open source software) that requires any of the following: (a) may require any software to be published, accessed, or otherwise made available without the consent of Buyer; or (b) may require distribution, copying, or modification of any software free of charge.
- 19.3. This warranty entitlement shall inure to the benefit of both Buyer and Buyer's Customer and shall cover a period of 12 months, or for such other period as set forth elsewhere in this Subcontract, following final acceptance.
- 19.4. Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from the breach of any of these warranties. Remedies shall be at Buyer's election, including those specified in Article 7 herein.
- 19.5. These warranties shall survive inspection, test, final acceptance, and payment of Goods.

20. SERVICES WARRANTY

- 20.1. Unless stated otherwise in the documents accompanying these terms and conditions, Seller warrants to Buyer and Buyer's Customer that all Services provided under this Subcontract: (i) have been, if applicable, and will be performed in a professional and workmanlike manner and in accordance with current, sound, and highest generally accepted industry standards and practices by appropriately licensed, trained, and supervised personnel who are experienced in the appropriate fields; and (ii) do, if applicable, and will conform to and be in compliance with all applicable specifications, performance requirements, and other requirements contained in the Subcontract.

- 20.2. Seller warrants it has and will maintain sufficient trained personnel to promptly and efficiently execute the Services contemplated under this Subcontract. Seller further warrants that the Services shall be performed to high professional standards reasonably expected of similar service providers in Buyer's geographic region.
- 20.3. Seller agrees that should any of the Services be defectively performed by Seller or Seller' Subcontractors, Seller, at Buyer's sole option, will re-perform or correct such defective Services at no additional charge or refund amounts paid for such defective Services. In the event of failure by Seller to correct defects in or replace nonconforming Services promptly, Buyer, after reasonable notice to Seller, may make such correction or replace such Services and charge Seller for the cost incurred thereby. Notwithstanding any other provision, in addition to the foregoing, Seller shall be liable for Buyer's actual costs, expenses and damages related to or arising from the Services not conforming to the Subcontract requirements.
- 20.4. These warranties shall survive inspection, test, final acceptance, and payment of Services.

21. COUNTERFEIT GOODS

- 21.1. Notwithstanding the definition of Counterfeit Goods in Article 2, Goods or items which contain modifications, repairs, rework, or re-marking as a result of Seller's or its supplier's design authority, material review procedures, quality control processes, or parts management plans, and that have not been misrepresented or mismarked, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Subcontract.
- 21.2. Seller shall implement an appropriate strategy to ensure Goods furnished to Buyer under this Subcontract are not Counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs/OCMs or authorized suppliers and/or conducting approved testing or inspection to ensure the authenticity of items. When items are to be procured from non-authorized (independent) suppliers, approval must first be obtained from the Buyer's Authorized Procurement Agent. If approved, Seller must obtain from such non-authorized suppliers appropriate Certificates of Conformance that provide one or more of the following: (i) the OEM/OCM original Certificate of Conformance for the item; (ii) sufficient records providing unbroken supply chain traceability to the OEM/OCM; or (iii) test and inspection records demonstrating the item's authenticity.
- 21.3. If Seller becomes aware or suspects it has furnished Counterfeit Goods to Buyer under this Subcontract, Seller shall promptly, but in no case later than ten (10) days from discovery, notify the Buyer. Reporting to the Government-Industry Data Exchange Program (GIDEP) (<https://www.gidep.org/>) shall also be made by the Seller no later than sixty (60) days after discovery and in accordance with the requirements in FAR 52.246-26 Reporting Nonconforming Items.
- 21.4. If Suspected Unapproved/Counterfeit Goods are furnished under this Subcontract and are found in any of the Goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace, at Seller's expense, such Suspected Unapproved/Counterfeit Goods with OEM/OCM or Buyer-approved Goods that conform to the requirements of this Subcontract. The Seller shall be liable for all costs relating to the removal and replacement of said Goods, including testing or validation necessitated by the installation of authentic Goods after counterfeit Goods have been replaced. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect unapproved/counterfeit parts.
- 21.5. Seller bears responsibility for procuring authentic Goods or items from its suppliers and shall ensure all such suppliers comply with the requirements of this Article.

22. INTERNATIONAL TRANSACTIONS: When Buyer has identified an offset obligation directly related to the performance of this Subcontract in its solicitation or in relation to any properly enacted modification, and Seller's performance of this Subcontract generates offset credits which Buyer could use to satisfy the identified offset obligation, Buyer shall have the right to such Seller offset credits. The Buyer shall have no rights to any other offset credits which may be generated by the Seller in connection with this Subcontract. The Seller agrees to provide all reasonably necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

23. INDEMNIFICATION

- 23.1. Seller shall indemnify and hold harmless Buyer, Buyer's Affiliates, Buyer's Customers and Buyer's insurers and their officers, directors, agents, and employees from and against all suits, claims, judgements, awards, liabilities, damages, losses, costs or expenses (including attorneys' fees and cost of suit) relating to, arising out of, caused by (i) Seller's performance hereunder; (ii) any act or omission of Seller; (iii) or in any way connected with the Goods or Services provided under this Subcontract, including, without limitation, the breach of any warranty contained herein; (iv) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated cleanup costs; (v) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor; or (vi) any claim based on the negligence, omissions, or willful misconduct of Seller or any of Seller's agents, Subcontractors, employees, or anyone acting on behalf of Seller; (vii) any claim by a third party against Buyer alleging the Goods or Services (including but not limited to software), the results of such Services, or any other Goods or processes provided under this Subcontract, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other Goods, software, or processes (a *Claim*).
- 23.2. Seller shall, upon written notice from Buyer, promptly assume and diligently conduct the entire defense of a Claim at its own expense. Insofar as Buyer's interests are affected, Buyer shall have the right, without releasing any obligation of Seller, to participate and intervene in a Claim. Buyer shall have the right to reasonably reject counsel selected by Seller. Seller shall not settle any such Claim without Buyer's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Buyer in enforcing this indemnity, including attorneys' fees.
- 23.3. Should Buyer's use, or use by its distributors, Subcontractors, or Buyer's Customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either: (i) substitute fully equivalent non-infringing Goods or Services; (ii) modify the Goods or Services so they no longer infringe but remain fully equivalent in functionality; (iii) obtain for Buyer, its distributors, Subcontractors, or Buyer's Customers the right to continue using the Goods or Services; or, (iv) if none of the foregoing are possible, refund all amounts paid for the infringing Goods or Services.
- 23.4. Seller shall, without limitation as to time, defend, indemnify, and hold Buyer harmless from all liens which may be asserted against Goods covered hereunder, including, without limitation, mechanic's liens and from all claims for injury to persons or property arising out of or related to this Subcontract unless the same are caused solely and directly by Buyer's negligence.
- 23.5. Seller shall, without limitation as to time, defend, indemnify, and hold Buyer harmless from all Worker's Compensation or Occupational Disease laws claims (including attorney fees and settlement cost) for bodily injury including death to employees of the Seller brought forth by the Sellers' employees and/or their family arising out of or in connection with this Subcontract. If Buyer is required by any applicable law to pay any Workers' Compensation premiums with respect to an employee of Seller or any Subcontractor, Seller shall reimburse Buyer for such payment.

24. FURNISHED PROPERTY

- 24.1. All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer or Buyer's Customer. If Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespasses or damages of any sort.
- 24.2. All such items shall be used only in the performance of work under this Subcontract unless Buyer consents otherwise in writing.
- 24.3. Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by this Subcontract and shall be responsible for all loss or damage to said property except for normal wear and tear. For U.S. Government contracts, Seller's responsibility for loss or damage to said property shall be determined in accordance with Buyer's prime contract with its government customer.

- 24.4. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.
- 24.5. Seller shall clearly mark, maintain an inventory, and keep segregated or identifiable all of Buyer's or its Customer's property. At Buyer's request, and/or upon completion of this Subcontract, Seller shall submit, in an acceptable form, inventory lists of furnished property and shall deliver or make such other disposal as may be directed by Buyer.
- 24.6. Seller shall ensure Section 24.3 of this Article shall be flowed to subordinate suppliers at all tiers.

25. INSURANCE

- 25.1. Without limiting Seller's duty to hold harmless and indemnify hereunder, Seller shall secure, maintain, and cause its Subcontractors to maintain the following insurance in at least the minimum amounts stated herein. Seller shall maintain general liability, property damage, employers' liability, and worker's compensation insurance, professional errors and omissions insurance, motor vehicle liability (personal injury and property damage) insurance, and aviation liability. Upon request by the Buyer, Seller shall provide certificates of insurance evidencing limits of not less than the following:
 - 25.1.1. Commercial General Liability: \$5,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage);
 - 25.1.2. Workers' Compensation Statutory (for the jurisdiction where the work is to be performed, including federal acts, if applicable, and Employers' Liability): \$1,000,000 each person/accident;
 - 25.1.2.1. In states where Workers' Compensation insurance is a monopolistic state-run system (e.g., Ohio, Washington, North Dakota, and Wyoming), Seller shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
 - 25.1.2.2. To the extent any work is subject to the Jones Act, the Longshore and Harbor Workers Compensation Act, or the Defense Base Act, the Workers' Compensation policy must be endorsed to cover such liability under such Act.
 - 25.1.3. Automobile Liability: \$5,000,000 combined single limit per accident;
 - 25.1.4. Professional Liability: \$5,000,000 per claim;
 - 25.1.4.1. Internet Liability and Network Protection (Cyber Risk): \$2,500,000 (minimum) each claim or wrongful act.
 - 25.1.4.2. Media Liability: At least \$2,500,000 each claim or wrongful act.
 - 25.1.5. Aviation Liability including Products: \$50,000,000 per occurrence (including aircraft products, and completed operations, and War, Hijacking, and Other Perils [AVN 52D]);
 - 25.1.6. Hangarkeepers Liability: \$50,000,000 per occurrence;
 - 25.1.7. All Risk Property Insurance Replacement Value (covering property of Buyer or Buyer's Customer in the care, custody, or control of Seller) and include Buyer as loss payee;
 - 25.1.8. Fidelity or Crime insurance covering employee dishonesty, including but not limited to dishonest acts of Seller, its employees, agents, Subcontractors, and anyone under Seller's supervision or control. The Seller shall be liable for money, securities, or other property of Buyer. Seller shall include a client coverage endorsement written for limits of at least \$1,000,000 and shall include Buyer as Loss Payee;
 - 25.1.9. Environmental insurance (Contractor's Pollution Liability) with limits of at least \$5,000,000 each occurrence, claim, or wrongful act and \$10,000,000 aggregate. The policy must include Buyer, its

affiliates, and their directors, officers, and employees as additional named insureds. Seller shall provide a copy of the additional insured endorsement to Buyer. If required within the scope of Seller's work to be performed, the insurance required herein cannot exclude coverage for bodily injury, property damage, pollution, or environmental harm resulting from or arising out of the work to be performed; asbestos, lead, or silica-related claims; claims arising out of microbial matter or bacteria; testing, monitoring, measuring operations, or laboratory analyses; or liability arising out of the operation of a treatment facility. The policy must contain a separation of insureds clause. If a motor vehicle is used in connection with the work to be performed, the Business Automobile Liability policy will include coverage at least as broad as Insurance Services Office (ISO) CA 99 48 and be endorsed to include Motor Carrier Act endorsement MCS 90;

25.1.10. Pollution Legal Liability: \$3,000,000 (minimum) each occurrence, claim, or wrongful act; \$6,000,000 aggregate.

25.2. Seller shall name Buyer as an additional insured under its policies. The additional insured coverage afforded shall be primary and non-contributory. Any other insurance maintained by Buyer shall be excess only and shall not be called upon to contribute to this insurance. Waiver of Subrogation is also provided in favor of Buyer with regards to Seller's Liability and Workers Compensation coverage.

25.3. *The Seller shall notify Buyer when cancellation or any material change in the policies adversely affects the interests of the Buyer in such insurance and such changes shall not become effective until thirty (30) days after written notice is provided to the Buyer.*

26. SELLER OPERATING ON BUYER PREMISES

26.1. Seller must comply with all applicable safety requirements of Buyer and Buyer's Customer for the program that Seller is supporting under this Subcontract. The Buyer's safety requirements for the program identify the environmental, health, and safety (EHS) responsibilities for its suppliers while performing work at Buyer's facility, as well as any program specific EHS requirements that will be provided to Seller prior to commencement of work. Prior to being granted access to any of Buyer's facilities to commence work, Seller shall certify compliance with the Buyer's safety requirements by signing the Buyer's safety certification. Seller shall ensure compliance to such provisions on premises of both Buyer and Buyer's customer.

26.2. Seller is responsible for ensuring all work performed at Buyer's or Buyer's Customer's facility is performed in strict compliance with all applicable EHS regulations and in conformance with all applicable provisions of federal, state, or local OSHA, EPA, or DOT regulatory requirements. It is the responsibility of the Seller to educate and enforce all aspects of the requirements and regulations with Seller's employees, including sub-contracted personnel, performing work at Buyer's or Buyer's Customer's facility. Buyer reserves the right to terminate any work by Seller personnel who is not in compliance with the provisions of the above referenced requirements.

26.3. No permission or consent by or on behalf of the Buyer shall in any way relieve the Seller of liability for accidents, injury, and/or damage. The Seller shall be responsible for all liability incurred because of negligence or willful misconduct of the Seller, its employees, or Subcontractors.

26.4. Buyer reserves the right to periodically audit Seller's activities while on the Buyer's or Buyer's Customer's facility to ensure compliance with this provision.

27. RELEASE OF INFORMATION: Except as required by law, Seller shall not publish any information developed under this Subcontract, nor disclose, confirm, or deny any details about the existence or subject matter of this Subcontract, or use Buyer's name in connection with Seller's sales promotion or publicity without prior written approval of the Buyer.

28. DISPUTES

28.1. Pending final resolution of a dispute under the Subcontract, Seller shall proceed diligently with the performance of this Subcontract and in accordance with all the terms and conditions contained herein and with the Buyer's direction thereof. Except as stated in Article 29, Buyer and Seller shall each bear its own costs of processing

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any dispute hereunder. In no event shall the Seller acquire any direct claim or direct course of action against the U.S. Government. The rights and remedies of the Buyer are cumulative and in addition to any other rights and remedies provided by law or in equity.

28.2. All disputes arising out of or related to this Subcontract will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Madison County, Mississippi, and the Parties hereby consent to such jurisdiction and venue. The Buyer and the Seller specifically disclaim application to this Subcontract of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

29. ATTORNEY FEES: If Buyer brings an action or asserts a counterclaim for enforcement of the terms and conditions of this Subcontract, the Seller agrees Buyer shall be entitled to an award of attorney's fees and court costs associated with such enforcement or counterclaim proceedings.

30. ASSIGNMENTS, SUBCONTRACTING, AND ORGANIZATIONAL CHANGES

30.1. Neither this Subcontract nor any interest herein nor claim hereunder may be transferred, novated, assigned, or delegated by Seller, nor may all or substantially all of this Subcontract be further subcontracted by Seller without the prior written consent of Buyer. Lack of consent shall not be deemed as a waiver or otherwise relieve of its obligations to comply fully with the requirements hereof.

30.2. Notwithstanding the above, Seller may, without Buyer's consent, assign moneys due or to become due hereunder provided Buyer continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Subcontract without notice to or consent of the assignee. Buyer shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of Buyer's rights to set-off or recoupment under this Subcontract or at law.

30.3. Buyer may assign this Subcontract to any successor in interest.

30.4. Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers, acquisitions, location of manufacturers; changes in critical path or strategic suppliers; and changes in status of certifications, licenses, and approvals.

30.5. For clarity, a change of corporate name, merger or other corporate reorganization shall not be deemed an assignment or transfer hereunder.

31. ORDER OF PRECEDENCE: In the event of a conflict between these terms and conditions and other portions of the Subcontract, the order of precedence shall be as follows:

31.1. The required flow downs from the Buyer's Customer, if set forth in this Subcontract;

31.2. Any typed provisions on the face of Buyer's Subcontract, specifically modifying the terms of this Subcontract;

31.3. These terms and conditions (TC001, TC002 Supplements 1, 2, and 3);

31.4. Specifications (the most recently agreed to and issued version of specifications shall control and Buyer's specifications will prevail over any subsidiary documents referenced therein);

31.5. Statements of work (the most recently agreed to and issued version of a statement of work shall control); and

31.6. All other attachments, exhibits, appendices, documents, or terms incorporated by reference in or attached to this contract.

32. NO PARTNERSHIP OR JOINT VENTURE: INDEPENDENT CONTRACTOR

32.1. Nothing contained in this document will constitute or be construed to be or create a partnership or joint venture between the Parties or any of their respective affiliates, successors, or assigns. Both Buyer and Seller understand and agree this document does not make either of them an agent or legal representative of the other

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for any purpose whatsoever. No Party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner whatsoever. The Parties expressly acknowledge the Seller is an independent contractor with respect to the Buyer in all respects, including with respect to the provision of the Goods or Services provided under this Subcontract.

- 32.2. Each Party acknowledges it shall be responsible for all federal, state and local taxes for it and its employees and reports relative to fees under this Agreement and each Party will indemnify and hold the other Party harmless from any failure to file necessary reports or pay such taxes.
- 33. COMMUNICATION WITH BUYER'S CUSTOMER:** Except as otherwise expressly provided in the Subcontract accompanying these terms and conditions, if any, Buyer shall be responsible for all coordination and communication with Buyer's Customer, including any higher-tier contractor(s), regarding the Subcontract accompanying these terms and conditions, if any, or the Goods or Services or program to which it pertains. Seller shall have no communications regarding the foregoing with Buyer's Customer, including any higher-tier contractor(s), without Buyer's advance written approval and coordination.
- 34. SURVIVABILITY:** All provisions of this Subcontract shall survive the termination (whether for convenience or default), suspension, or completion of this Subcontract unless they are clearly intended to apply only during the term of this Subcontract.
- 35. AUDIT RIGHTS:** Buyer reserves the right to audit Seller's records to assure compliance with the terms of this Subcontract. Seller shall make available all data reasonably requested by Buyer or Buyer's representative.
- 36. SELLER'S BUSINESS SYSTEMS:** When Seller's Business Systems are reviewed and approved by a government agency, Seller shall provide prompt notice to Buyer whenever there is a material change in the status of the Government's approval or determination of adequacy of any of Seller's Business Systems. Should the Government observe a deficiency in Seller's Business Systems, and if any of those systems produces data that is integral to the output of the Buyer, acting in its role as a prime to the Government or to another prime contractor, which may result in the Seller's and Buyer's Business Systems being disapproved, Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever the Buyer may suffer.
- 37. SEVERABILITY:** Each Article, Section, and Sub-Section of this Subcontract is severable, and if one or more of them are declared invalid, the remaining provisions of this Subcontract will remain in full force and effect.
- 38. WAIVER:** Failure of Buyer to enforce at any time, or on occasion, any provision of this Subcontract or applicable law shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- 39. ELECTRONIC TRANSMISSIONS:** The Parties agree that if this Subcontract is transmitted electronically, neither Party shall contest its validity, or any acknowledgment thereof, on the basis that this Subcontract or acknowledgment contains an electronic signature. Seller shall, at Buyer's request and Seller's expense, send and receive business transactions by electronic means using web-based technologies. Such web-based technologies for electronic transmissions may include email and the internet directly between Buyer and Seller.
- 40. BUYER REVIEWS AND APPROVALS:** The review or approval by Buyer of any work pursuant to this Subcontract, or any designs, drawings, specifications, or other documents, shall not relieve Seller of any of its obligations under this Subcontract or any modifications issued thereto, nor excuse or constitute a waiver of any defects or nonconformities in any Goods or Services furnished pursuant to this Subcontract.
- 41. GOVERNMENT CONTRACTS:** For each Subcontract awarded in support of and charged to a U.S. Government contract, the provisions found in Buyer's terms and conditions, U.S. Government contract provisions from the FAR and the DFARS (Buyer's Form TC002, Supplements 1, 2, and 3) shall apply along with any other applicable and mandatory flow-downs required by the FAR, DFARS, or any other federally published supplement. All such appended FAR, DFARS, or other clauses are incorporated by reference as if set forth at length herein. Seller agrees all such clauses that, under applicable law, must flow down to lower tier Subcontractors of Buyer shall so flow down to Seller's Subcontractors. In addition, Seller agrees to comply with FAR 52.204-8 Annual Representations to be eligible for any

award. This includes submission of representations and certifications that are effective until one year from the date of submission or update to the System for Award Management (SAM).

42. CONTRACTOR PRE-EMPLOYMENT SCREENING

- 42.1. This Article shall apply whenever Seller personnel, including its Subcontractors, will be granted access to Buyer's or Buyer's Customer's facilities, computer systems, databases, and/or Proprietary Information.
- 42.2. Pre-Employment Screening. Unless prohibited by local law, Seller hereby accepts, as a condition of its Subcontract with Buyer, it is obligated to perform pre-employment background checks and drug screening on all of its employees or Subcontractors under its control that require unescorted access to any Buyer or Buyer's Customer facilities. Pre-employment background checks shall, at a minimum, verify the following information regarding each employee or Subcontractor:
 - 42.2.1. Employment Eligibility Verification (E-Verify);
 - 42.2.2. Document verification of personal identification and citizenship and/or other ITAR/EAR access eligibility;
 - 42.2.3. Name and address (previous 7 years);
 - 42.2.4. Employment history (previous 7 years), including dates of employment and job title, reason for termination of employment, and salary verification;
 - 42.2.5. Education – highest degree attained (or highest level completed), certifications, and professional licenses;
 - 42.2.6. Criminal conviction history at all locations of residence, college education, and employment during the immediately preceding seven-year period or (if less) going back to 18th birthday (state and federal databases);
 - 42.2.7. A Credit Header Data check to verify Social Security number and to determine if the individual has failed to list all names and addresses, with follow-up criminal checks conducted regarding any potential discrepancies surfaced; and
 - 42.2.8. Motor vehicle violation history in the state of current license, to the extent such information can be obtained and considered under applicable law.
- 42.3. A Nine Panel with Expanded Opiates test panel will be the standard for drug and substance abuse screening. Included in the panel are the following: amphetamines/methamphetamines, cocaine, marijuana, expanded opiates (codeine, morphine, heroin, hydrocodone, and oxycodone), phencyclidine (PCP), barbiturates, benzodiazepines, propoxyphene, and methadone.
- 42.4. Certification. Prior to being granted unescorted access to any of Buyer's or Buyer's Customer's facilities or computer systems, Seller shall certify such pre-employment background checks and drug screens have been performed.
- 42.5. Audit Rights. Buyer reserves the right to periodically audit Subcontractor pre-employment screening records to ensure compliance with this provision.

43. STANDARDS ON SLAVERY AND COMBATING HUMAN TRAFFICKING IN THE SUPPLY CHAIN

- 43.1. Consistent with Buyer's corporate policies and pursuant to Buyer's commitment to excellence and corporate social responsibility, Buyer supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. Buyer sets forth the following standards that its Sellers shall meet to engage in business with Buyer:

GENERAL TERMS AND CONDITIONS

- 43.1.1. Sellers that provide Goods or Services to Buyer shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules, and regulations;
- 43.1.2. Seller shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business;
- 43.1.3. Seller shall not employ any prison, indentured, or forced labor;
- 43.1.4. Seller must comply with all applicable laws, regulations, and industry standards on working hours and working conditions; and
- 43.1.5. Seller must certify that materials incorporated into Goods provided to Buyer comply with the laws regarding slavery and human trafficking of the country or countries in which Seller is doing business.

43.2. If Buyer determines Seller has violated these standards, Buyer may, in its discretion, either terminate this Subcontract and/or require the Seller to implement a corrective action plan as a condition of future business.

44. CONFLICT MINERALS: By accepting these terms and conditions, Seller agrees to timely response, to the best of its knowledge and belief, following a reasonable country of origin due diligence inquiry in accordance with the framework set forth in the *Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas* or other prevailing industry standard, to any request by, or on behalf of Buyer, for information on the origin, source, and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by Seller or supplied by Seller to Buyer. Further, Seller agrees to provide Buyer timely notice when Seller becomes aware that any 3TG in a product or component it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. In addition, Seller understands and acknowledges any information provided in this regard may be used by Buyer to comply with its reporting obligations.

45. LAST BUY NOTICE

- 45.1. The Buyer may, in the future, wish to, but makes no commitment to, acquire additional items, parts, subcomponents, and/or components like those to be/being acquired under this Subcontract.
- 45.2. The Seller shall notify the Buyer in writing of any items, parts, subcomponents, components, and/or electronics in equipment, assemblies, subassemblies, parts, components, or items delivered or to be delivered under this Subcontract, whether supplied by the Seller or by the Seller's lower-tier Subcontractor(s), that are or are expected to be going out of production or will no longer be commercially available.
- 45.3. To the extent practicable, Seller shall provide Buyer with a last time buy notice for such end-of-life items at least twelve (12) months prior to their anticipated date of discontinuance or unavailability; however, if 12-months' notice is not reasonable given the circumstances, Seller shall provide Buyer with notice as soon as practicably possible. Seller is to specifically identify those items by name or title, part number(s), function, and location in the item delivered, and the name and address of the supplier.

46. LIENS: Seller shall keep its work and all Goods supplied hereunder and Buyer premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Subcontract by Seller or by any of its vendors or Subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

47. CONFLICT OF INTEREST: Seller is expected to comply with FAR Subpart 9.5 Organizational and Consultant Conflict of Interest (OCI) set forth in this Subcontract. It will be the Seller's responsibility to identify any situation in which the potential for an OCI exists. Failure to provide such notice will be considered a material breach of this Subcontract.

48. SUBCONTRACT DIRECTION

- 48.1. Only the Buyer's Authorized Procurement Agent identified in this Subcontract has authority on behalf of the Buyer to make changes to this Subcontract. All amendments must be identified as such in writing and executed

by the Parties.

- 48.2. The Buyer's engineering and technical personnel may, on occasion, render assistance, give technical advice, or discuss or effect an exchange of information with Seller's personnel concerning the Goods/Services to be delivered hereunder. No such action shall be deemed to be a change under Article 9 of this Subcontract and shall not be the basis for equitable adjustment.
- 48.3. Except as otherwise provided herein, all notices to be furnished by Seller shall be in writing and sent to the Buyer's Authorized Procurement Agent.

49. CYBER SECURITY AND INCIDENT REPORTING

- 49.1. If DFARS 252.204 -7012 Safeguarding Covered Defense Information and Cyber Incident Reporting is applicable to the Subcontract issued by Buyer, Seller shall be responsible for the following in addition to those requirements specified in the above:
 - 49.1.1. As defined therein, the Seller shall rapidly report cyber incidents to the DoD at <https://dibnet.dod.mil> and the Buyer, providing the requisite information required under the DFARS clause.
 - 49.1.2. Without exception, any cyber incident the Seller encounters shall be reported to Buyer as soon as practicable and within 72 hours of discovery of incident.
 - 49.1.3. In the event of a data breach, Buyer shall be afforded unlimited access to certain technical information (e.g. logs, packet flow information, etc.). This information will be required to satisfy Buyer's Customer information requests.
 - 49.1.4. Failure to report or provide these notices will be considered a material breach of this Subcontract.
- 49.2. In further support of this requirement, should Buyer elect to utilize Seller checklists, representations, certifications of compliance, outside vendor verification, and/or onsite security audits, Seller shall support as required to meet the continuing needs of the Buyer's Customer.

50. PRIVACY

- 50.1. Seller shall:
 - 50.1.1. Comply with all applicable Data Privacy Laws and promptly notify Buyer in writing if Seller believes collecting or processing Buyer Personal Information pursuant to this Article infringes any Data Privacy Laws;
 - 50.1.2. Only collect, access, use, or share Personal Information, or transfer Personal Information to authorized third parties, in performance of its obligations under the Subcontract to comply with legal obligations;
 - 50.1.3. Not make any secondary or other use (e.g., for the purpose of data mining) of Personal Information except as expressly authorized in writing by Buyer in connection with Buyer's use of the Services or as required by law;
 - 50.1.4. Provide Buyer with the ability (or do so on behalf of Buyer) to purge Personal Information older than one year or such other time period agreed upon in writing by the Parties, unless otherwise required to retain the data by applicable law; and
 - 50.1.5. Promptly notify Buyer of any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking Personal Information (collectively, *Data Privacy Matters*) and use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Personal Information required to comply with applicable law.

- 50.2. Unless prevented by applicable law, Seller shall provide Buyer with advance written notice of any such Data Privacy Matters sufficient to allow Buyer to contest legal, regulatory, administrative, or other governmental processes. If the Subcontract involves collection or processing of Personal Information from individuals in California, the Parties agree that Seller is a Service Provider, as such term is defined in the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et. seq. and implementing regulations (CCPA) and will neither sell nor exchange for anything of value, Personal Information.
- 50.3. Seller shall provide written notice to Buyer as soon as possible and, in no instance in more than forty-eight (48) hours, of any reasonably suspected incident of accidental or unlawful destruction or accidental loss, alteration, or unauthorized or accidental disclosure of or access to Personal Information of which it becomes aware (a *Security Breach*).
- 50.4. Seller shall take all reasonable measures to contain and remedy the Security Breach, wherever possible; provide Buyer with information regarding the investigation and remediation of the Security Breach, unless restricted by law; not make any notification or announcement or publish or otherwise authorize any broadcast of any notice or information about a Security Breach (a Breach Notice) without the prior written consent of and prior written approval by Buyer of the content, media, and timing of the Breach Notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with Buyer prior to providing any Breach Notice.
- 50.5. Where the Security Breach involves data elements that could lead to identity theft and is on the Seller's networks or systems or is the fault of the Seller, Seller will, at the request of Buyer, pay for the costs of remediation and notification (including, where reasonably necessary, a call center) and provide the affected individuals with credit monitoring or other commercially-reasonable identity theft mitigation service for one year or such longer period as required by law or a government regulator.
- 50.6. Buyer and Seller agree the terms of the Standard Contractual Clauses (SCC) adopted by the European Commission in Decision 2010/87/EU (hereinafter the SCCs) are incorporated by reference as if set forth herein solely for purposes of any Personal Information the Buyer transfers to Seller from the European Union. Notwithstanding the foregoing, Buyer and Seller agree:
- 50.6.1. The SCCs may be reformatted as a stand-alone document with the signatures to this Agreement and/or Order or the Parties will execute the SCCs as a separate stand-alone document. The stand-alone SCCs may be filed with regulators and/or used for any other legally permissible purpose and have the effect as if signed directly;
- 50.6.2. If either Party seeks to register the SCCs with a regulator and the regulator rejects the registration, the Parties shall work together to modify the exhibits to the SCCs to address the regulator's requirements;
- 50.6.3. If any of the terms of the SCCs conflict with any terms of this Agreement and/or Order, the SCCs shall prevail; and
- 50.6.4. If Seller engages any Subcontractors that will access Personal Information covered by the SCCs, the Seller shall ensure transfers to the Subcontractor comply with the SCCs.
- 50.7. Seller shall indemnify, defend, and hold harmless Buyer from and against any and all damages, claims, losses, and expenses (including reasonable attorney's fees and costs) sustained or incurred by Buyer, based upon or relating to any claim, suit, or proceeding brought by any third party against Buyer as a result of any failure by Seller, its employees, agents, and/or Subcontractors to adequately safeguard and protect Seller's Personal Information from unauthorized disclosure, whether deliberate, inadvertent, or otherwise.

51. LIMITATION OF LIABILITY: IN NO EVENT SHALL THE BUYER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE

GENERAL TERMS AND CONDITIONS

SUBCONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, OR CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS SUBCONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF BUYER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE SUBCONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE SUBCONTRACT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE SUBCONTRACT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY BUYER HAS TO THE SELLER.

52. ENTIRE AGREEMENT

- 52.1. This Subcontract, including its terms and conditions, attachments, and exhibits, sets forth the entire agreement between the Buyer and Seller and supersedes any and all other related agreements, understandings, and communications. No amendment or modification of this Subcontract shall be binding upon Buyer unless set forth in a written instrument signed by Buyer’s Authorized Procurement Agent.

- 52.2. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the Party for whom it is indicated he/she has signed and, further, has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters contained herein and as stated herein.

The Parties have executed this Agreement as of the last date signed below:

BUYER: <u>Vertex Aerospace, LLC</u>	SELLER: (Please Print): _____
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____